IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

TIMOTHY OAKLEY AND MONICA)	
OAKLEY,)	
)	
PLAINTIFFS,)	
)	
VS.)	Case No.
)	JUDGE
ALLSTATE INSURANCE COMPANY)	MAGISTRATE JUDGE
AND HOMESITE INSURANCE)	
COMPANY OF THE MIDWEST)	
)	
DEFENDANT)	

COMPLAINT

Come now the Plaintiffs, Timothy Oakley and Monica Oakley, and for their cause of action sue the Defendants, Allstate Insurance Company and Homesite Insurance Company of the Midwest, and state as follows:

- 1. The Plaintiffs, Timothy Oakley and Monica Oakley, are insureds under a policy of homeowner's insurance, policy number 30936675/935937996 09/05, issued by Defendants herein.
 - 2. Defendants have breached the contract of insurance with Plaintiffs.
 - 3. Plaintiffs' damages exceed the sum of \$1,000,000.00.

- 4. The Plaintiffs have performed all conditions precedent for payment under the terms and conditions of the aforesaid policy of insurance.
- 5. Defendants' refusal to pay under the contract of insurance is in bad faith, and violates T.C.A. §56-7-105.
- 6. Defendants' acts and practices, set forth above, violate the provisions of the Tennessee Consumer Protection Act, T.C.A. §47-18-104(b)(12) and (27), and the use or employment by the Defendants of said unfair and deceptive acts and practices constitute willful or knowing violations under T.C.A. §47-18-109(a)(1)(3).
- 7. There is now and was at all times mentioned herein complete diversity of citizenship between the Plaintiffs and Defendants. The matter in controversy exceeds the sum of Seventy Five Thousand Dollars (\$75,000.00), exclusive of costs, interest and disbursements; therefore, this Court has jurisdiction by virtue of the provisions of 28 U.S.C. §1332.

Wherefore, Plaintiffs demand:

- 1. Judgment against the Defendants, jointly and/or severally, for compensatory damages in an amount not less than the sum of \$1,000,000.00.
- 2. That the Plaintiffs be awarded judgment for the Defendants' bad faith refusal to pay the Plaintiffs' claim, not exceeding twenty-five percent (25%) of the past due benefits and premiums paid pursuant to T.C.A. §56-7-105.

- 3. That the Plaintiffs be awarded judgment for compensatory and treble damages for violation of the Tennessee Consumer Protection Act T.C.A. §47-18-109(a)(1)(3) in an amount not less than \$3,000,000.00.
 - 4. Such other relief as the Court may deem proper.
 - 5. Trial by jury.

This _ day of October, 2010.

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